

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
CITY OF MCALLEN, TEXAS AND
COUNTY OF HIDALGO, TEXAS**

THIS AGREEMENT is made on this the ____ day of _____, 2020, by and between the **CITY OF MCALLEN, TEXAS**, hereinafter referred to as “City”, and the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as “County”, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a municipality located in Hidalgo County, Texas; and

WHEREAS, County is a county of the State of Texas; and

WHEREAS, City and County desire to improve certain signal infrastructure at the intersections of 10th Street and Dicker Road, as well as McColl and Dicker Road; and

WHEREAS, City and County desire to cooperate in the construction and maintenance of the improvements; and

WHEREAS, the signal infrastructure improvements are in the public interest of both the City and County; and

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov’t Code Sec. 791.001 *et seq.*, which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, for and in consideration of the tasks performed by City and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree to the following:

1. County shall supervise and pay for all construction of the signal infrastructure at the intersections of 10th Street and Dicker Road, as well as McColl and Dicker Road.
2. City shall maintain the signal infrastructure at the intersections of 10th Street and Dicker Road, as well as McColl and Dicker Road, after the completion of construction.
3. The Parties agree that each shall be responsible for their own negligent acts or omissions or any other civil liability incurred in the course of the performance of this Agreement, without waiving any sovereign or governmental immunity available to either County or City under Texas law and without waiving any available defenses under Texas law.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.
5. This Agreement shall not be assignable in whole or in part by either party without prior written consent of the other party.
6. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
 Attn: Richard F. Cortez, County Judge
 100 E. Cano St., First Floor
 Edinburg, TX 78539

If to City: City of McAllen
 Attn: Jim Darling, Mayor
 1300 Houston Avenue
 McAllen, TX 78501

7. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
10. The execution and performance of this Agreement by each of the Parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the Parties hereto in accordance with its terms.
11. Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
12. Non-Discrimination: The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation to race, color, national origin, religion, sex, age, veteran status, or disability.

WITNESS THE HANDS OF THE PARITES effective as of the day and year first written above.

COUNTY OF HIDALGO, TEXAS

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF MCALLEN, TEXAS

Jim Darling, Mayor

ATTEST:

Perla Lara, City Secretary

APPROVED AS TO FORM:

Josephine Ramirez-Solis, Assistant District Attorney

Mark Swaim, Assistant City Attorney